

CITY OF FAIRFIELD

RESOLUTION NO. 2018 - 155

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING
PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO MIKE BROWN
ELECTRIC CO. FOR THE NEITZEL ROAD AND BUSINESS CENTER DRIVE
TRAFFIC SIGNAL IMPROVEMENTS PROJECT**

WHEREAS, the bid opening for the Neitzel Road and Business Center Drive Traffic Signal Improvements Project took place on May 15, 2018; and

WHEREAS, the apparent low bidder was Mike Brown Electric Co., in the amount of \$500,000; and

WHEREAS, staff has reviewed the bid documents from Mike Brown Electric Co. and found them to be in order; and

WHEREAS, staff is recommending that the City Council award a contract to Mike Brown Electric Co. as the lowest responsible and responsive bidder.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The plans and specifications for the Neitzel Road and Business Center Drive Traffic Signal Improvements Project are hereby approved.

Section 2. The City Manager is directed to enter into a contract with Mike Brown Electric Co. for the Neitzel Road and Business Center Drive Traffic Signal Improvements Project for the amount of \$500,000.

Section 3. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 4. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

PASSED AND ADOPTED this 26th day of June, 2018, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Moy

ABSTAIN: COUNCILMEMBERS: NONE

Paul Price
MAYOR

ATTEST:
Karen L. Rees
CITY CLERK
pw

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of July 25, 2018, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and MIKE BROWN ELECTRIC CO., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

NEITZEL ROAD AND BUSINESS CENTER DRIVE TRAFFIC SIGNAL IMPROVEMENTS PROJECT

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by Kimley-Horn & Associates
numbered Sheet 1, Sheet 2, Sheet 3, Sheet 4, Sheet 5, Sheet 6
and dated April 5, 2018
- b. Advertisement for Bids.
- c. The Accepted Bid, dated May 15, 2018
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) Special Provisions.
 - 2) City of Fairfield Standard Details and Specifications, 2017 edition.
 - 3) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated 2015.
- f. Performance Bond, dated July 10, 2018.
- g. Labor and Material Bond, dated July 10, 2018.

All of said documents are intended to cooperate so that any work called for in one and not

mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **75** working days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LDs) an amount equal to **Five Hundred Dollars (\$500)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presume to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting for defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof.

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

**NEITZEL ROAD AND BUSINESS CENTER DRIVE TRAFFIC SIGNAL IMPROVEMENTS
PROJECT**

BID SCHEDULE

Item No.	Item of Work	Unit	Qty	Unit Price	Total Price
1	Mobilization	LS	1	\$49,000.00	\$49,000.00
2	Traffic Control	LS	1	\$29,000.00	\$29,000.00
3	Demolition and Removals	LS	1	\$8,000.00	\$8,000.00
4	Furnish and Install Traffic Signal	LS	1	\$241,100.00	\$241,100.00
5	Furnish and Install Emergency Vehicle Pre-Emption Device	LS	1	\$8,500.00	\$8,500.00
6	Furnish and Install Adaptive Signal Control	LS	1	\$75,000.00	\$75,000.00
7	Furnish and Install Controller Cabinet	LS	1	\$60,000.00	\$60,000.00
8	Modify ADA Curb Ramp	EA	2	\$5,000.00	\$10,000.00
9	Furnish and Install Street Name Sign on Mast Arm /Standard Pole	EA	3	\$500.00	\$1,500.00
10	Furnish and Install Roadway Sign on Mast Arm/Standard Pole	EA	3	\$400.00	\$1,200.00
11	Furnish and Install Sign on New Post	EA	3	\$300.00	\$900.00
12	Furnish and Install Sign	EA	2	\$50.00	\$100.00
13	Modify Median Nose	EA	1	\$5,000.00	\$5,000.00
14	Paint Median Nose	EA	2	\$150.00	\$300.00
15	Thermoplastic Striping/Marking	LS	1	\$4,400.00	\$4,400.00
16	Pothole to Verify Utility Location and Depth	LS	1	\$6,000.00	\$6,000.00
TOTAL BID PRICE				\$500,000.00	

IV. PROHIBITED INTERESTS


No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

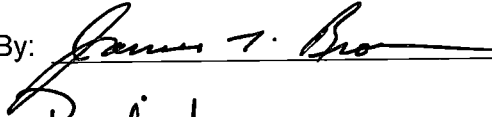
V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF FAIRFIELD

By:  _____
City Manager JES

Contractor
By:  _____
President
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: C-10
b. Number: 306767
c. Expiration Date: 4/30/2020
FEI Number: 68-0320151

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

**NEITZEL ROAD AND BUSINESS CENTER DRIVE TRAFFIC SIGNAL IMPROVEMENTS
PROJECT**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **75 working days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

NEITZEL ROAD AND BUSINESS CENTER DRIVE TRAFFIC SIGNAL IMPROVEMENTS PROJECT

BID SCHEDULE

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
1	Mobilization	LS	1	49,000. ⁰⁰	49,000. ⁰⁰
2	Traffic Control	LS	1	29,000. ⁰⁰	29,000. ⁰⁰
3	Demolition and Removals	LS	1	8,000. ⁰⁰	8,000. ⁰⁰
4	Furnish and Install Traffic Signal	LS	1	241,100. ⁰⁰	241,100. ⁰⁰
5	Furnish and Install Emergency Vehicle Pre-Emption Device	LS	1	8,500. ⁰⁰	8,500. ⁰⁰
6	Furnish and Install Adaptive Signal Control	LS	1	75,000. ⁰⁰	75,000. ⁰⁰
7	Furnish and Install Controller Cabinet	LS	1	60,000. ⁰⁰	60,000. ⁰⁰
8	Modify ADA Curb Ramp	EA	2	5,000. ⁰⁰	10,000. ⁰⁰
9	Furnish and Install Street Name Sign on Mast Arm /Standard Pole	EA	3	500. ⁰⁰	1,500. ⁰⁰
10	Furnish and Install Roadway Sign on Mast Arm/Standard Pole	EA	3	400. ⁰⁰	1,200. ⁰⁰
11	Furnish and Install Sign on New Post	EA	3	300. ⁰⁰	900. ⁰⁰
12	Furnish and Install Sign	EA	2	50. ⁰⁰	100. ⁰⁰
13	Modify Median Nose	EA	1	5,000. ⁰⁰	5,000. ⁰⁰
14	Paint Median Nose	EA	2	150. ⁰⁰	300. ⁰⁰
15	Thermoplastic Striping/Marking	LS	1	4,400. ⁰⁰	4,400. ⁰⁰
16	Pothole to Verify Utility Location and Depth	LS	1	6,000. ⁰⁰	6,000. ⁰⁰
TOTAL BID PRICE				500,000. ⁰⁰	

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

NEITZEL ROAD AND BUSINESS CENTER DRIVE TRAFFIC SIGNAL IMPROVEMENTS PROJECT

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, CSLB license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's CSLB License Number	Portion of Work or Items to be Performed	Percent of Total Bid ¹
1) BAYSIDE STRIPE AND SEAL P.O. Box 703 Petaluma, Calif. 94953	883985	SIGNS, STRIPING (11), (12), (14), (15)	1.8 %
2) QUINN CONTRACTING P.O. Box 1177 Dixon, Calif. 95620	809085	MOJIBY ISLAND ROSE, CURB RAMPS (8), (13)	3 %
3) PARWEST SAFETY, INC. 226 N. MAIN ST. Lodi, Calif. 95240	523187	CONSTRUCTION SIGNS TRAFFIC CONTROL PORTION (2)	3 %
4)			
5)			

Note: Attach additional sheets if required

1. Must be submitted within 24-hours of deadline for receipt of bids.

Name of Firm

Mike Brown Electric Co.
561-A Mercantile Drive
Cotati, CA 94931-3040
707-792-8100 - 707-792-8110-Fax
License No. 306767

Business Address

Phone Number

Signature of Responsible Official

Contractor's License:

a. Class: C-10

b. Number: 306767

c. Expiration Date: 4-30-2020

FEI Number: 68-0320151

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Mike Brown Electric Co.
A California Corporation
James G. Brown, President & Treasurer
Tiffany Howe, Vice-President & Secretary

NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

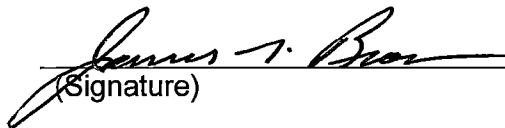
I am the President of Mike Brown Electric Co., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/15/18 [date], at Cotati [city], California [state].

May 15, 2018
(Date)


(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

See Attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Sonoma) ss.

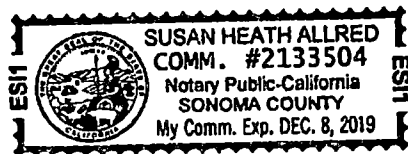
On May 15, 2018, before me, **Susan Heath Allred, Notary Public**, personally appeared **James G. Brown**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan Heath Allred

Susan Heath Allred



BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

NEITZEL ROAD AND BUSINESS CENTER DRIVE TRAFFIC SIGNAL IMPROVEMENTS PROJECT

WHEREAS Mike Brown Electric Co.

561-A Mercantile Drive, Cotati, CA 94931

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Liberty Mutual Insurance Company

71 Stevenson Street, Suite 600, San Francisco, CA 94105

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Ten Percent of Amount Bid

Dollars (\$ 10%), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: May 1, 2018

"Contractor"

"Surety"

Mike Brown Electric Co.

Liberty Mutual Insurance Company

By: 

James G. Brown Title President

By: 

Stacy M. Clinton Title Attorney-in-fact

By: _____
Title

By: _____
Title

(Seal)

(Seal)

Note: This bond must be dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Sonoma) ss.

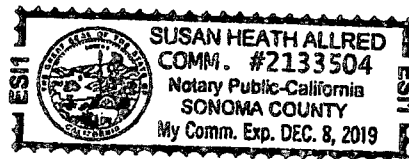
On May 1, 2018, before me, **Susan Heath Allred, Notary Public**, personally appeared **James G. Brown**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan Heath Allred

Susan Heath Allred



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8030851

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, K. Dixon Wright; Tammy Carpenter; Stacy M. Clinton; Natalie Ann Horder; Nicki Moon; Lynn Ellen Patton; Catherine A. Pinney; Janet M. Thomas; Nancy L. Wallis

all of the city of Petaluma, state of CA each individually if there be more than one named; its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of March, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss.
COUNTY OF MONTGOMERY

On this 6th day of March, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above-written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney: Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of May, 2018



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sonoma)

On May 1, 2018 before me, Nancy L. Wallis, Notary Public

Date

Here Insert Name and Title of the Officer

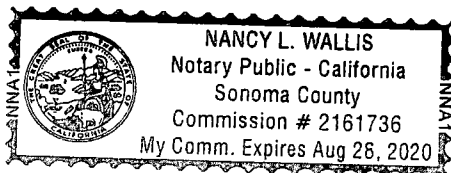
personally appeared Stacy M. Clinton

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Nancy L. Wallis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____